

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MAINE**

PINE TREE LEGAL ASSISTANCE

Plaintiff,

vs.

LEGALMATCH.COM

Defendant.

Civil No. \_\_\_\_\_

**COMPLAINT AND JURY TRIAL DEMAND**

1. Plaintiff Pine Tree Legal Assistance (“PTLA”) seeks damages and injunctive relief against Defendant LegalMatch.com (“LegalMatch”), based upon LegalMatch’s use of PTLA’s trademarks, including PINE TREE LEGAL and PINE TREE LEGAL ASSISTANCE (collectively, the “PTLA Marks”), in LegalMatch’s advertisements in a manner that confuses consumers.

2. This lawsuit is brought to expose acts of trademark infringement, trademark dilution, unfair competition, unfair and deceptive trade practices, false advertising, tortious interference with prospective advantage, and unjust enrichment—all by LegalMatch.

**PARTIES**

3. Pine Tree Legal Assistance is a Maine nonprofit corporation, having been incorporated under the laws of Maine since 1966, with its principle place of business at 88 Federal Street in Portland, Maine.

4. LegalMatch is a California corporation with its principal place of business at 642 Harrison Street, Third Floor, in San Francisco, California.

**JURISDICTION AND VENUE**

5. This Court has subject-matter jurisdiction over this case under 28 U.S.C. §§ 1331 & 1338, and 15 U.S.C. §§ 1121 & 1125(a) because the Lanham Act claims contained herein arise under the laws of the United States. This Court has supplemental jurisdiction over PTLA's state-law claims contained herein under 28 U.S.C. § 1338(b) and 28 U.S.C. § 1367, since these claims are joined with substantial and related claims brought under United States trademark laws.

6. LegalMatch is subject to personal jurisdiction pursuant to Rule 4 of the Federal Rules of Civil Procedure and 14 M.R.S.A. § 704-A by virtue of the following conduct:

- a. LegalMatch operates, conducts, engages in, and carries on business in Maine. By example and without limitation, LegalMatch's website, legalmatch.com, states that its "[u]sers can reach our Service from all fifty states and around the world" and that LegalMatch has "lawyers in cities big and small throughout the United States to help you."
- b. LegalMatch operates through fully interactive websites for commercial purposes which are accessible to, and directed at, Maine residents. Maine residents may complete online transactions with LegalMatch via its website.
- c. LegalMatch has advertised through national search engines to distribute its products and services throughout the world and, specifically, to Maine residents.
- d. LegalMatch has intentionally directed its tortious acts at Pine Tree Legal Assistance. LegalMatch's tortious acts have caused actual harm to Pine Tree Legal Assistance in Maine.

e. Maine residents have been, and are being, misled by LegalMatch's advertisements and false claims.

f. LegalMatch derives revenue from its contacts with Maine, as described in this Paragraph.

7. Venue is proper in this district under 28 U.S.C. § 1391 in that a substantial part of the events or omissions giving rise to the claims herein occurred in this judicial district.

**BACKGROUND**  
**Pine Tree Legal Assistance**

8. Pine Tree Legal Assistance is Maine's largest legal service provider for low-income individuals, and it is the exclusive owner of the PTLA Marks, which have been used continuously throughout the State of Maine since 1966. Since its incorporation, PTLA has provided free legal assistance to over 400,000 persons.

9. For thirty-nine years, Pine Tree Legal Assistance has been providing free legal services to low-income persons in the Maine area. With nearly 30 attorneys and 55 total employees, PTLA now has six offices, located in Portland, Lewiston, Augusta, Bangor, Machias, and Presque Isle.

10. Under federal guidelines, Pine Tree Legal Assistance is available to assist persons with household incomes at or below federal the federal poverty rate, which constitutes roughly 20% of Maine's population. Each year, over 65,000 people contact an office or project of Pine Tree Legal Assistance seeking help with their legal problems.

11. PTLA offers a wide range of legal services, including but not limited to preservation of housing and housing-related needs; maintaining, enhancing, and protecting income and economic stability; improving outcomes for children; meeting the legal needs of populations with special vulnerabilities; improving the delivery of legal services and access to

justice for low-income persons; and striving for personal safety, stability, and well-being of low-income persons.

12. When Pine Tree Legal Assistance launched its website in 1996, it was the second legal services program in the country to do so, and it was the first to make client education and self-help materials available over the Internet. Since 2001, the site has become one of the most popular legal service sites in the country and is frequently referenced as a model for others to emulate.

### **The Trademarks and Service Marks of Pine Tree Legal Assistance**

13. Over the past thirty-nine years, Pine Tree Legal Assistance has invested substantial efforts, including spending its limited funds, to develop goodwill in the PTLA Marks with the result of causing consumers in Maine—and throughout the country via its website—to recognize the PTLA Marks as distinctly designating services that originate with Pine Tree Legal Assistance.

14. Pine Tree Legal Assistance has continuously used the PTLA Marks since 1966.

15. Pine Tree Legal Assistance has been using the PTLA Marks in association with its legal aid and legal assistance services for nearly 40 years, establishing a reputation among consumers for quality and reliability. The PTLA Marks enjoy widespread name recognition throughout the state in association with Pine Tree Legal Assistance's services.

16. The PTLA Marks were at the time of adoption, and continue to be through the date of the filing of this complaint, arbitrary marks that are accorded the most generous scope of protection under trademark law.

17. The PTLA Marks have come to represent a valuable asset to which Pine Tree Legal Assistance has exclusive rights.

18. Pine Tree Legal Assistance has the exclusive right to use the PTLA Marks in the State of Maine, in connection with any legal services.

19. Pine Tree Legal Assistance has the exclusive right to sue for enforcement of the PTLA Marks.

20. Pine Tree Legal Assistance advertises its goods and services through, *inter alia*, its own website at ptla.org, as well as through legal education pamphlets and promotional brochures distributed by its offices and projects; telephone listings in all areas of Maine; posters and publications in Maine's Courts; listings in the Maine Bar Directory; and Web links from the American Bar Association, Maine Bar Association, Maine Judicial Branch, Maine State Government, and Maine's Senators' websites.

21. Aside from the commercial uses described in this Complaint, Pine Tree Legal Assistance is not aware of any other unchallenged, unauthorized commercial use of the PTLA Marks for related goods or services.

22. At all times relevant to this Complaint, the PTLA Marks have been famous among relevant consumers, which includes low-income and economically disadvantaged persons, as well as the public at large. At all times relevant to this Complaint, the PTLA Marks have been famous within the legal services industry.

23. Upon information and belief, no other entity in the United States or elsewhere has the authority or permission to use the terms PINE TREE LEGAL or PINE TREE LEGAL ASSISTANCE in conjunction with legal services.

24. Because Pine Tree Legal Assistance is Maine's largest provider of legal services to low-income persons, and because those persons are often in vulnerable positions when seeking PTLA's services, the value of PTLA's goodwill is substantial.

**LegalMatch's Bad Acts**

25. Upon information and belief, since prior to the complained-of acts, LegalMatch has been aware of the goodwill represented and symbolized in the PTLA Marks and of the public's recognition and reliance upon the PTLA Marks as identifying PTLA's services, as well as distinguishing them from the services of others.

26. Upon information and belief, notwithstanding such knowledge, LegalMatch has set upon a course of conduct to profit from inappropriate use of the PTLA Marks. Particularly, and as described in more detail below, LegalMatch has used the PTLA Marks to mislead consumers about the nature of PTLA's services in order to drive Internet traffic to LegalMatch's website, thereby increasing LegalMatch's revenues.

27. LegalMatch has used false and misleading statements in Internet advertising ("Infringing LegalMatch Ads") by purchasing from several search engines "keyword" advertising triggered by the marks PINE TREE LEGAL or PINE TREE LEGAL ASSISTANCE. As such, LegalMatch has inappropriately and unlawfully used these PTLA Marks in such keyword advertising. Further, LegalMatch has made misleading statements suggesting that LegalMatch is affiliated with PTLA or that LegalMatch will provide consumers with free legal services similar to those provided by Pine Tree Legal Assistance.

28. In each of its Infringing Ads, LegalMatch falsely states that it will "Find Pine Tree Legal Assistance Services," and the text "Pine Tree Legal" and/or "Pine Tree Legal Assistance" (depending upon the search-engine query) is in a bold font. Search engines that have included the Infringing LegalMatch Ads include Yahoo!, AltaVista, MSN, Lycos, InfoSpace, and Hotbot. By way of example, following is a screen capture of one of the Infringing LegalMatch Ads:



29. Pine Tree Legal Assistance has never sought LegalMatch's services in directing prospective clients to PTLA, nor has PTLA asked LegalMatch to provide any other service.

30. Upon information and belief, no other organization in the nation uses—or is authorized to use—the terms PINE TREE LEGAL or PINE TREE LEGAL ASSISTANCE in connection with legal services.

31. Upon information and belief, the Infringing LegalMatch Ads are designed to mislead Pine Tree Legal Assistance's consumers into believing that LegalMatch will provide them with assistance from, or direction to, Pine Tree Legal Assistance.

32. Upon information and belief, LegalMatch has purchased the Infringing LegalMatch Ads as an attempt to siphon off Web traffic looking for services under the PTLA Marks and to purposefully confuse consumers into believing that there is an affiliation between LegalMatch and Pine Tree Legal Assistance.

33. When consumers click on an Infringing LegalMatch Ad, they are taken to LegalMatch's fully interactive website accessible from the domain address legalmatch.com (the

“LegalMatch Website”), which markets services that compete with those offered by Pine Tree Legal Assistance.

34. When misdirected consumers enter the opening page of the LegalMatch Website, they are encouraged to sign up for LegalMatch’s service. The site states in large, bold letters that the service is “Fast, Free and Confidential.” This statement appears to comport with the misdirected consumers’ expectations of Pine Tree Legal Assistance, which offers free and confidential legal services. In contrast, LegalMatch’s customers must ultimately pay for any legal services rendered, though that fact is not clearly provided to consumers. Misdirected consumers on the LegalMatch Website are encouraged to “Find a Lawyer Now” by entering their city, state, and Zip Code.

35. On the subsequent page, misdirected consumers are told that they must go through a 20-minute process of filling out an online form, including their contact information and the nature of their legal issues. Misdirected consumers’ first indication that they will ultimately be charged for legal services is buried in small text that many consumers—especially those with pressing and urgent legal problems—will likely skim or disregard entirely as “legalese.”

36. LegalMatch’s tactics are particularly misleading to the demographic of persons who rely upon Pine Tree Legal Assistance for free legal services. Customers of legal aid organizations such as PTLA are poor and have, by necessity, lower socio-economic status. Most legal aid customers have not obtained a post-secondary education, and many lack a high-school diploma. As such, consumers who qualify to utilize PTLA’s services are particularly vulnerable to LegalMatch’s misleading and manipulative advertising strategy.

37. The Infringing LegalMatch Ads have caused, and are intended to cause, some consumers to falsely believe that clicking on those advertisements would lead them to services provided by or sanctioned by Pine Tree Legal Assistance.

**COUNT I**  
**FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1125(A)**

38. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

39. Pine Tree Legal Assistance owns all property interests in, and enjoys all rights protected by, federal and state trademark law with respect to Pine Tree Legal Assistance's numerous trademarks, which include stylized versions of PINE TREE LEGAL and PINE TREE LEGAL ASSISTANCE, product and service associations with those terms, and ptla.org (collectively, the "PTLA Marks").

40. Pine Tree Legal Assistance acquired the PTLA Marks, in good faith, by satisfying all applicable statutory requisites and by first utilizing them in commerce.

41. Pine Tree Legal Assistance promotes and advertises its services in association with the PTLA Marks throughout Maine, and—via its website—throughout the world.

42. LegalMatch's advertising scheme, and its use and misappropriation of PTLA Marks to summon LegalMatch's ads through at least six search engines, constitute use of the PTLA Marks in commerce without Pine Tree Legal Assistance's approval or authorization.

43. LegalMatch's advertising scheme constitutes a false or misleading description or representation of facts, by misleading or creating the likelihood that consumers will be misled into believing that LegalMatch and Pine Tree Legal Assistance have entered into a contractual relationship or other agreement entailing Pine Tree Legal Assistance's sponsorship or approval of LegalMatch's advertisements, products, and services, and/or that Pine Tree Legal Assistance

and LegalMatch are otherwise affiliated, connected, or associated with one another, and/or that Pine Tree Legal Assistance caused LegalMatch's advertisements to appear on the search results of at least six search engines. In doing so, LegalMatch fraudulently alters consumer perceptions of Pine Tree Legal Assistance's goods and services to PTLA's detriment.

44. Through its unauthorized use of the PTLA Marks, LegalMatch has caused, and continues to cause, a likelihood of confusion, mistake, and/or deception as to the affiliation, connection, or association of LegalMatch and LegalMatch's customers with Pine Tree Legal Assistance. Furthermore, LegalMatch's use of the PTLA Marks is likely to cause confusion, mistake, and/or deception as to the origin, sponsorship, or approval of LegalMatch's goods and services by Pine Tree Legal Assistance.

45. Moreover, LegalMatch's use of the PTLA Marks in the Infringing LegalMatch Ads constitutes a false designation of the source or origin of those advertisements.

46. The Infringing LegalMatch Ads and the false and misleading statements contained therein constitute advertising in interstate commerce.

47. LegalMatch's conduct constitutes trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1125(a).

48. As a direct and proximate result of LegalMatch's federal trademark infringement, PTLA has suffered great and irreparable damage, the full extent of which is currently unknown. PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**COUNT II**  
**FEDERAL TRADEMARK INFRINGEMENT — DILUTION**

49. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

50. The PTLA Marks are famous within the meaning of the United States Trademark Dilution Act, 15 U.S.C. § 1125(c), as the largest legal-assistance organization in the state of Maine.

51. LegalMatch began using the PTLA Marks to attract Internet traffic to its website after the PTLA Marks were already famous.

52. LegalMatch's use of the PTLA Marks has diluted, and continues to dilute, those marks' distinctiveness and value. By using the PTLA Marks to drive Internet traffic to its website, LegalMatch has blurred, and continues to blur, the distinctiveness and value of the PTLA Marks. By associating the PTLA Marks with false claims that LegalMatch will "Find Pine Tree Legal Assistance Services," LegalMatch has tarnished the PTLA Marks.

53. LegalMatch's use of the PTLA Marks is commercial and is in commerce. As described above, LegalMatch competes directly with Pine Tree Legal Assistance, and LegalMatch's website competes with PTLA's website for Internet traffic.

54. The PTLA Marks have been actually diluted through LegalMatch's actions such that the Infringing LegalMatch Ads appear above or beside search engine results for the search terms "Pine Tree Legal" or "Pine Tree Legal Assistance." The resultant Infringing Ads also include the bolded words "Pine Tree Legal" or "Pine Tree Legal Assistance," even though LegalMatch has no claim to those PTLA Marks.

55. Pine Tree Legal Assistance has been damaged, and continues to be damaged, by LegalMatch's use of the PTLA Marks.

56. As a direct and proximate result of LegalMatch's federal trademark infringement, PTLA has suffered great and irreparable damage, the full extent of which is currently unknown.

PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**COUNT III**  
**STATE TRADEMARK INFRINGEMENT — CONFUSION**

57. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

58. This Count arises under an action for damages and injunctive relief pursuant to acts of trademark mark infringement and unfair competition under the laws of Maine.

59. Pine Tree Legal Assistance has provided free legal services under the PTLA Marks for nearly 40 years. The PTLA Marks have become impressed upon the minds of the public as identifying the services of PTLA, and as indicating the source of origin of services provided as emanating from PTLA. Pine Tree Legal Assistance has steadily built a very successful organization using the PTLA Marks, and the goodwill that inures to PTLA alone is of great value.

60. LegalMatch has utilized the PTLA Marks in interstate commerce in connection with the sale and advertising of closely-related and/or competing services both within and outside of Maine. LegalMatch's use of the PTLA Marks already has caused—and is likely to further cause—confusion, mistake, and/or deception in the marketplace regarding the affiliation, connection, or association of LegalMatch with Pine Tree Legal Assistance. LegalMatch's misappropriation of the PTLA Marks is without consent and is in willful and wanton disregard of PTLA's rights in, and to, those marks.

61. LegalMatch's advertisements and its misappropriation of the PTLA Marks constitute use of those marks in commerce and without PTLA's consent or authority, with LegalMatch's full knowledge of PTLA's prior and superior rights in and to the PTLA Marks.

Upon information and belief, LegalMatch acted with the intended purpose and effect of causing confusion and of trading unlawfully on the goodwill and reputation of PTLA's services, as symbolized by the PTLA's Marks.

62. LegalMatch's unauthorized use of the PTLA Marks in commerce is likely to deceive or cause confusion among consumers encountering the Infringing LegalMatch Ads regarding the advertisements' source or origin, leading consumers to believe that the advertisements emanate from PTLA, or that they are in some manner sponsored by, approved by, or connected with Pine Tree Legal Assistance.

63. LegalMatch's use of the PTLA Marks post-dates, is inconsistent with, and is hostile to PTLA's own use of the PTLA Marks, and of the products, designs, and goodwill associated with the PTLA Marks.

64. LegalMatch's conduct is in violation of the common law.

65. LegalMatch's advertisements, and LegalMatch's unlawful use of the PTLA Marks to prompt such advertisements constitute an infringement of Pine Tree Legal Assistance's exclusive right to use the PTLA Marks, all in violation of 10 M.R.S.A. §§ 1524 & 1532.

66. As a direct and proximate result of LegalMatch's state trademark infringement, PTLA has suffered great and irreparable damage, the full extent of which is currently unknown. PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**COUNT IV**  
**STATE TRADEMARK INFRINGEMENT — DILUTION**

67. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

68. The PTLA Marks are famous, and distinctive, and of distinctive quality.

69. LegalMatch's advertisements have the effect of blurring the PTLA Marks and thereby of diluting the PTLA Marks' function of identifying Pine Tree Legal Assistance as a source of goods and services.

70. LegalMatch's advertising renders PTLA Marks less valuable by causing an association of LegalMatch with PTLA, and of PTLA's respective goods and services.

71. Among its other remedies under Maine law, Pine Tree Legal Assistance is entitled to an injunction of LegalMatch's advertising campaign without the necessity of proving that PTLA and LegalMatch are competitors or that consumers are confused as to the source of LegalMatch's goods and services.

72. LegalMatch's conduct is in violation of the common law.

73. LegalMatch's conduct constitutes trademark dilution in violation of 10 M.R.S.A. § 1530.

74. As a direct and proximate result of LegalMatch's state trademark infringement, PTLA has suffered great and irreparable damage, the full extent of which is currently unknown. PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**COUNT V**  
**STATE UNFAIR COMPETITION AND DECEPTIVE TRADE PRACTICES**

75. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

76. LegalMatch has falsely passed off its online advertisements as those of Pine Tree Legal Assistance, and LegalMatch's goods and services as enjoying an affiliation with or the sponsorship by Pine Tree Legal Assistance.

77. LegalMatch misappropriates the PTLA Marks and creates a likelihood of confusion or mistake as to the source, sponsorship, approval, or certification of LegalMatch's advertisements, goods, and services.

78. LegalMatch's use of the PTLA Marks and its posting of advertisements related to the PTLA Marks are violations of applicable state statutory or common law prohibitions of deceptive and unfair trade practices, including 10 M.R.S.A. § 1212.

79. As a direct and proximate result of LegalMatch's unfair and deceptive trade practices, PTLA has suffered great and irreparable damage, the full extent of which is currently unknown. PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**COUNT VI**  
**COMMON-LAW TRADEMARK INFRINGEMENT**

80. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

81. LegalMatch's use of the PTLA Marks and LegalMatch's advertisements are likely to cause confusion and mistake and are likely to deceive consumers into concluding, falsely, that Pine Tree Legal Assistance in some manner sponsors or endorses LegalMatch's products and services.

82. LegalMatch's use of the PTLA Marks post-dates, is inconsistent with, and is hostile to Pine Tree Legal Assistance's own use of the PTLA Marks and associated services, products, and goodwill.

83. LegalMatch's conduct is in violation of the common law.

84. As a direct and proximate result of LegalMatch's common-law trademark infringement, PTLA has suffered great and irreparable damage, the full extent of which is

currently unknown. PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**COUNT VII**  
**COMMON LAW UNFAIR COMPETITION**

85. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

86. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

87. LegalMatch has used the PTLA Marks without the permission or authorization of Pine Tree Legal Assistance in connection with LegalMatch's online advertising scheme, and its offers to sell its products and services, for the willful and calculated purpose of trading upon Pine Tree Legal Assistance's goodwill and reputation as symbolized by the PTLA Marks, and as realized by customers' efforts to find the website for Pine Tree Legal Assistance.

88. LegalMatch has willfully used the PTLA Marks without permission or authorization in association with its advertisements, products, and services in such a manner as to suggest an association or affiliation with, and/or authorization, sponsorship, or approval by Pine Tree Legal Assistance, and to mislead and deceive the public, and to cause confusion and mistake as to the source, origin, or quality of LegalMatch's advertisements, products, and services, all to LegalMatch's profit and to PTLA's damage.

89. With its advertisements, LegalMatch willfully and intentionally free-rides on the reputation and goodwill of Pine Tree Legal Assistance, without PTLA's permission or authorization, and LegalMatch's advertisements constitute an unfair trade practice that frustrates the public's ability to access PTLA's website and the goods and services offered therein, and that unfairly misappropriates the results of PTLA's labor and expense in promoting its marks.

90. LegalMatch's actions are willful and malicious.

91. As a direct and proximate result of LegalMatch's unfair competition, Pine Tree Legal Assistance is entitled to damages, punitive damages, and attorneys' fees and costs.

**COUNT VIII**  
**UNJUST ENRICHMENT**

92. Pine Tree Legal Assistance repeats and realleges the allegations contained in the preceding paragraphs of its complaint.

93. LegalMatch's advertisements confer a benefit upon LegalMatch by and at the expense of Pine Tree Legal Assistance. Without authorization from Pine Tree Legal Assistance, LegalMatch solicits and diverts Pine Tree Legal Assistance's customers and thereby reaps a profit on the reputation and goodwill of Pine Tree Legal Assistance.

94. LegalMatch's retention of the benefits of Pine Tree Legal Assistance's labor on and investment in the Pine Tree Legal Assistance website violates fundamental principles of justice, equity, and good conscience.

95. LegalMatch's unauthorized use of the PTLA Marks and Pine Tree Legal Assistance's website has caused LegalMatch to be unjustly enriched to the detriment of Pine Tree Legal Assistance.

96. As a direct and proximate result of LegalMatch's unjust enrichment, PTLA has suffered great and irreparable damage, the full extent of which is currently unknown. PTLA will continue to suffer great and irreparable damage unless and until LegalMatch is enjoined by this Court.

**PRAYER FOR RELIEF**

Pine Tree Legal Assistance demands a judgment against LegalMatch that includes, without limitation:

1. An order that LegalMatch, its officers, directors, shareholders, agents, servants, employees, and attorneys, and all those in active concert or participation with them, and each of them, be permanently enjoined and restrained from:
  - a. making any false designation of origin, description, representation or suggestion that PTLA is the source, sponsor or in any way affiliated with LegalMatch and/or LegalMatch's advertisements, website(s), products, and/or services, and from otherwise competing unfairly with PTLA in any manner;
  - b. engaging in any means of marketing, advertising, or agreement with third parties likely to induce the belief that LegalMatch's advertisements, products, services, or website(s) are in any way associated, connected, or affiliated with, or licensed or authorized by, PTLA;
  - c. acting in any manner likely to dilute, tarnish, or blur the distinctiveness of the PTLA Marks;
  - d. competing unfairly, either directly or through online advertisements, with PTLA, or utilizing the PTLA Marks in any manner;
  - e. misappropriating or otherwise unfairly trading upon the goodwill of PTLA and its marks;
2. An order that LegalMatch immediately remove all aforementioned false or misleading statements from any and all advertisements, websites, or other publications owned, operated, controlled, or purchased by LegalMatch;
3. An order that LegalMatch account for and pay over to PTLA all profits, gains, savings, and advantages obtained by LegalMatch by reason of LegalMatch's unlawful acts herein alleged, and that the amount of profits, gains, savings, and advantages obtained by LegalMatch by reason of its unlawful acts be increased to a sum not exceeding three times the amount thereof, as provided by law;
4. An order awarding PTLA all damages caused by LegalMatch's wrongful actions, and statutory treble profits and treble damages;

5. An order awarding PTLA an amount sufficient to conduct a corrective advertising campaign to dispel the effects of LegalMatch's wrongful conduct and confusing and misleading advertising;
6. An order directing LegalMatch to post corrective advertising on its website in a manner and form to be established by the Court;
7. An order that LegalMatch pay all taxable costs, disbursements, and attorneys' fees in this action based upon LegalMatch's deliberate and willful violations of PTLA's Marks, pursuant to 15 U.S.C. § 1117(a), 10 M.R.S.A. § 1531, and other applicable provisions of law;
8. An order that PTLA be awarded punitive damages in an amount reasonably calculated to deter and punish LegalMatch; and
9. Such other, further, and different relief as the Court may deem just and proper.

**JURY TRIAL DEMAND**

The plaintiff, Pine Tree Legal Assistance demands trial by jury on all issues triable to a jury.

DATED: January       , 2006

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Attorneys for Plaintiff Pine Tree Legal Assistance